

\$6,550,000
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY
Louisville Medical Center Tax Exempt Revenue Bonds
Series 2009

BOND PURCHASE AGREEMENT

August 31, 2009

Louisville/Jefferson County Metro Government, Kentucky
Attention: Mayor
527 West Jefferson Street
Louisville, KY 40202

Louisville Medical Center, Inc.
Attention: General Manager
235 Abraham Flexner Way
Louisville, KY 40202

The undersigned, Fifth Third Bank (the "Purchaser"), offers to enter into the following bond purchase agreement (the "Bond Purchase Agreement") with the Louisville/Jefferson County Metro Government, Kentucky, (the "Issuer") and Louisville Medical Center, Inc. (the "Corporation") which, upon the acceptance by each of you of this offer, will be binding upon each of you and upon the Purchaser. Capitalized terms used and not defined herein shall have the same meanings as set forth in the Supplemental Indenture or the Loan Agreement (as said terms are hereinafter defined).

This offer is subject to the Corporation's acceptance on or before 1:00 p.m., Louisville, Kentucky time, on the date hereof, and the Issuer's acceptance promptly thereafter, and, if not so accepted by the Issuer and the Corporation, is subject to withdrawal by the Purchaser upon notice delivered to the Issuer and the Corporation. This offer is also subject to the provisions included in this Bond Purchase Agreement.

1. Purchase and Sale of the Bonds.

(a) Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants contained herein, the Purchaser hereby agrees to

purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser, the \$6,550,000 Louisville Medical Center Tax Exempt Revenue Bonds, Series 2009 (the "Bonds"), at a purchase price of \$6,550,000.

(b) (1) The Bonds shall be (i) the Louisville/Jefferson County Metro Government, Kentucky Louisville Medical Center Tax Exempt Revenue Bonds, Series 2009, in the principal amount of \$6,550,000, dated as of August 31, 2009 (the "Bonds"), bearing interest at the Adjusted Rate (as defined in the Supplemental Indenture), ranking on parity as to security and source of payment with the County of Jefferson, Kentucky Louisville Medical Center Refunding and Revenue Bonds, Series 2002 in the principal amount of \$18,000,000 (the "2002 Bonds"), (ii) Qualified Section 501(c)(3) Bonds within the meaning of Section 145 of the Internal Revenue Code of 1986, as amended, (the "Code"), and (iii) Qualified Tax-Exempt Obligations within the meaning of Section 265(b)(3) of the Code and as more particularly described in the Supplemental Trust Indenture dated as of August 31, 2009 (the "Supplemental Indenture"), between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee"). The Bonds shall be issued and secured under and pursuant to the Supplemental Indenture and the User Contract entered into and among Jewish Hospital & St. Mary's Healthcare, Inc., a Kentucky nonstock, nonprofit corporation ("JHSMH"), Norton Healthcare, Inc., a Kentucky nonstock, nonprofit corporation ("Norton"); University Medical Center, Inc., a Kentucky nonstock, nonprofit corporation, d.b.a. "University of Louisville Hospital" ("U of L Hospital"); University of Louisville, a public institution of higher education and an independent instrumentality of the Commonwealth of Kentucky ("U of L"); and Kentucky Community & Technical Colleges System, a public institution of higher education existing under and by virtue of the laws of the Commonwealth of Kentucky ("JCC") (JHSMH, Norton, U of L Hospital, U of L and JCC are collectively referred to as "User Institutions"), the Issuer, and the Corporation under which the User Institutions purchase all of the steam and chilled water necessary for space heating and air conditioning their present buildings and pay the operating costs of the Plant, including a sufficient amount to pay the debt service of the 2002 Bonds, the Bonds and all other indebtedness related to the operation of the Plant (the "User Contract").

(2) The Issuer will loan the proceeds of the sale of the Bonds to the Corporation pursuant to a Loan Agreement dated as of August 31, 2009 (the "Loan Agreement") between the Issuer and the Corporation. Such proceeds will be used (i) to finance the acquisition, construction, equipping and installation of new equipment of the Louisville Medical Center, Inc. Steam and Chilled Water Plant, located at 235 Abraham Flexner Way, Louisville, Kentucky 40202 (the "Plant"); (ii) to pay certain bank debts incurred for the purpose of financing on an interim basis such improvements to the Plant; and (iii) to pay all necessary and reasonable expenses in connection with the issuance of the Bonds including the costs of issuance of the Bonds (collectively, the "Project").

2. Approval of Documents. The Corporation and the Issuer, as appropriate or necessary, have authorized or approved the Bonds, this Bond Purchase Agreement, the Supplemental Indenture, the Loan Agreement, each with such subsequent changes as may be approved at or prior to Closing by the Issuer, the Purchaser and the Corporation.

3. Representations, Warranties and Covenants of the Issuer. The Issuer represents, warrants to and covenants for the benefit of the Purchaser and the Corporation (and it shall be a

condition of the obligation of the Purchaser to purchase and accept delivery of the Bond that the Issuer shall so represent, warrant and covenant on the date of Closing) that:

(a) The Issuer is a political subdivision of the Commonwealth of Kentucky.

(b) The Issuer is authorized under the laws of the Commonwealth of Kentucky, including particularly Section 103 of the Kentucky Revised Statutes, as amended (the "Act"), (i) to issue the Bonds for the Project, (ii) to loan the proceeds of the sale of the Bonds to the Corporation for the purposes and uses described in the Supplemental Indenture; (iii) to enter into this Bond Purchase Agreement, the Supplemental Indenture, and the Loan Agreement; and (iv) to pledge and assign to the Trustee the payments to be made and the Issuer's rights under the Loan Agreement (other than the rights expressly reserved therein) as security for the payment of the principal of, premium, if any, and interest on the Bonds.

(c) The Issuer has full power and authority under the Act to consummate the transactions contemplated by this Bond Purchase Agreement, the Bonds, the Supplemental Indenture, and the Loan Agreement.

(d) The information relating to the Issuer contained herein as of its date and as of the date of the Closing is, correct in all material respects.

(e) The Issuer (1) has duly authorized and approved the execution and delivery of this Bond Purchase Agreement and (2) prior to the Closing, shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds and the loan of the proceeds of the Bonds to the Corporation upon the terms and for the purposes set forth in the Loan Agreement and the Supplemental Indenture and (ii) the approval, execution, delivery and/or receipt by the Issuer of this Bond Purchase Agreement, the Supplemental Indenture, the Loan Agreement, the Bonds, and any and all such other agreements and documents as may be required to be approved, executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein. The ordinance so authorizing was duly adopted at a meeting of Metro Council of the Issuer which was called and held pursuant to all applicable law and with all public notice required by law and at which a quorum was present and acting throughout.

(f) The Issuer shall, on or before the date of the Closing, execute and deliver the Supplemental Indenture, the Loan Agreement and the Bonds.

(G) THE BONDS, WHEN ISSUED, DELIVERED AND PAID FOR AS PROVIDED HEREIN AND IN THE SUPPLEMENTAL INDENTURE, WILL HAVE BEEN DULY AUTHORIZED AND ISSUED AND WILL CONSTITUTE VALID AND BINDING SPECIAL LIMITED OBLIGATIONS OF THE ISSUER ENFORCEABLE IN ACCORDANCE WITH THEIR TERMS AND ENTITLED TO THE BENEFITS AND SECURITY OF THE SUPPLEMENTAL INDENTURE (SUBJECT TO ANY APPLICABLE BANKRUPTCY, REORGANIZATION, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW OR LAWS AFFECTING THE ENFORCEMENT OF CREDITORS' RIGHTS GENERALLY OR RELATING TO MUNICIPAL CORPORATIONS SUCH AS THE ISSUER AS FROM TIME TO TIME IN EFFECT,

AND FURTHER SUBJECT TO THE AVAILABILITY OF EQUITABLE REMEDIES). THE BONDS DO NOT PLEDGE THE CREDIT OF THE COMMONWEALTH OF KENTUCKY OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, NOR SHALL THERE BE A CHARGE AGAINST THE GENERAL REVENUES OF SUCH ENTITIES OR OF THE ISSUER OR A LIEN AGAINST ANY OF THEIR PROPERTY EXCEPT AS SPECIFICALLY PROVIDED IN THE SUPPLEMENTAL INDENTURE. THE BONDS SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER, AND NO TAXES ARE REQUIRED TO BE LEVIED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE PAYABLE (EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THE SUPPLEMENTAL INDENTURE) SOLELY OUT OF MONEYS TO BE RECEIVED BY THE ISSUER AS PAYMENTS UNDER THE LOAN AGREEMENT.

(h) This Bond Purchase Agreement, the Supplemental Indenture and the Loan Agreement are and when executed and delivered will be the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights from time to time in effect and subject to the availability of equitable remedies and to the qualification that enforcement of the indemnification provisions of this Bond Purchase Agreement as may be limited by federal or state securities laws and public policy.

(i) To our knowledge, there is no action, suit or proceeding, at law or in equity, pending or, any inquiry or investigation pending, before or by any public board or body. To the knowledge of the Issuer, there is no action, suit or proceeding, at law or in equity or any inquiry or investigation threatened against or affecting the Issuer (and, to the knowledge of the Issuer, there is no meritorious basis therefor) which would adversely affect: (i) the transactions contemplated to be performed by the Issuer herein; (ii) the validity of the proceedings taken by the Issuer for the approval, authorization, execution, delivery, receipt and performance of the Bonds, the Supplemental Indenture, the Loan Agreement, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use herein; (iii) the validity or enforceability of the Bonds, the Supplemental Indenture, the Loan Agreement, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated herein; or (iv) the federal tax-exempt status of the interest on the Bonds or the amounts to be received by the Issuer pursuant to the Supplemental Indenture, and the Loan Agreement.

(j) Neither the corporate existence of the Issuer nor the right of the representatives of the Issuer to their offices are being contested, and no authority or proceeding for the issuance of the Bonds has been repealed, revoked or rescinded.

(k) The execution and delivery by the Issuer of this Bond Purchase Agreement, the Bonds, the Supplemental Indenture, the Loan Agreement and the other documents contemplated herein to be executed and delivered by the Issuer, and compliance by the Issuer with their provisions, and the pledge of the payments to be made thereon, and the assignment of the Issuer's

rights (other than as expressly reserved) under the Loan Agreement to the Trustee does not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease to which the Issuer is a party or by which the Issuer or any of its properties is or may be bound.

(l) Neither the Issuer, nor anyone acting on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Purchaser.

(m) Other than as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), no further authorization, approval, consent or other order of any other governmental authority or agency, or of any other entity or person(s) is required for the valid authorization, execution and delivery by the Issuer of the Bonds and the other documents contemplated herein.

(n) The Issuer is not in payment default on any of its outstanding bonds, notes or other evidences of indebtedness which are payable from funds provided by the Corporation.

4. Representations, Warranties and Covenants of the Corporation. In order (i) to induce the Purchaser to enter into this Bond Purchase Agreement and (ii) to induce the Issuer to enter into the Supplemental Indenture, the Loan Agreement and this Bond Purchase Agreement and to issue the Bonds for the purposes stated above, the Corporation, in consideration of the foregoing and of the execution and delivery of this Bond Purchase Agreement by the Issuer and the Purchaser, represents and warrants to and covenants with the Issuer and the Purchaser that, as of the date hereof and on and as of the date of the Closing:

(a) The Corporation is a nonstock, nonprofit corporation duly incorporated and validity existing and in good standing under the laws of Kentucky. The Corporation has all necessary material licenses and permits required to own and operate all of the respective properties. The Corporation has not received any notice of an alleged violation, and the Corporation is not in violation, of any zoning, land use, environmental or other similar law or regulation applicable to its respective properties which would materially adversely affect the operations or financial condition of the Corporation. The Corporation has full right, power and authority to enter into, deliver and perform its obligations under or approve, as the case may be, this Bond Purchase Agreement, the Supplemental Indenture, the Bonds, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement, and to perform the other acts and things as provided for herein and therein.

(b) The performance by the Corporation of its obligations under, and the execution and delivery by the Corporation of this Bond Purchase Agreement, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement; the approval by the Corporation of the Bonds, and the Supplemental Indenture; the compliance by the Corporation with the provisions hereof and of any and all of the foregoing documents, as applicable; the application by the Corporation of the proceeds of the Bonds for the purposes described herein; and the consummation of the transactions contemplated herein do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under the

Articles of Incorporation, as amended, or the By-Laws, as amended, of the Corporation or, in any material respect, any agreement, indenture, mortgage, lease or instrument to which the Corporation is a party or by which the Corporation or any of its properties is or may be bound or, in any material respect, any existing law or court or administrative regulation, decree or order which is applicable to the Corporation or any of its properties and do not and will not result in the creation or imposition of any lien of any nature upon any property of the Corporation other than as permitted under the Loan Agreement, the Supplemental Indenture or the Mortgage and Security Agreement executed in connection with the 2002 Bonds (the “2002 Mortgage”).

(c) No default, event of default or event which, with notice or lapse of time or both, would constitute a default or an event of default under the Loan Agreement, the User Contract, the Amended and Supplemental Mortgage and Security Agreement or any other agreement or any instrument evidencing or securing any indebtedness of the Corporation in excess of \$25,000 in principal amount or any other material agreement or material instrument to which the Corporation is a party or by which the Corporation is or may be bound or to which any of its properties is or may be subject has occurred and is continuing.

(d) The audited financial statements of the Corporation as of and for the fiscal year ending May 31, 2009 and the summary financial information provided to the Issuer and the Purchaser present fairly, in all material respects, the financial position of the Corporation, as of the dates indicated and the results of the operations of the Corporation and changes in net assets and in financial position for the periods specified, and such audited financial statements have been prepared in conformity with generally accepted accounting principles consistently applied to the periods involved, except as stated in the notes thereto. There has been no increase in long-term indebtedness, no decrease in net assets and no material adverse change in the condition, financial or otherwise, of the Corporation since December 31, 2008, from that set forth in such financial statements.

(e) The Corporation has duly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds by the Issuer upon the terms and conditions set forth herein and in the Supplemental Indenture; (2) the approval of this Bond Purchase Agreement, the Bonds and the Supplemental Indenture; and (3) the execution, delivery or receipt of and performance of the obligations under this Bond Purchase Agreement, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement and any and all such other agreements and documents as may be required to be executed, delivered or received by the Corporation in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(f) The Corporation will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Supplemental Indenture and the Loan Agreement.

(g) The Corporation will supply the Purchaser with audited annual financial statements for each of the User Institutions within 120 days of fiscal year end and unaudited quarterly financial statements of the User Institutions within thirty days of the end of each quarter. The Corporation will supply Purchaser with the audited financial statements for the Corporation within 180 days of fiscal year end.

(h) There is no action, suit or proceeding, at law or in equity, pending or, to the knowledge of the Corporation, any inquiry or investigation pending before or by any public board or body. There is no action, suit or proceeding, at law or in equity or any inquiry or investigation threatened against the Corporation or its properties (and, to the knowledge of the Corporation, there is no meritorious basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the financial condition of the Corporation or the operation by the Corporation of its properties, (ii) the transactions contemplated in this Bond Purchase Agreement, (iii) the tax-exempt status of the Corporation, (iv) the corporate existence of the Corporation or the titles of its officers to its offices, or (v) the validity or enforceability in accordance with their respective terms of the Bonds, the Supplemental Indenture, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement or any material agreement or instrument by which the Corporation, any or its properties is or may be bound, or would in any way contest the corporate existence or powers of the Corporation or would in any way adversely affect the federal tax-exempt status of the interest on the Bonds or the amounts to be received by the respective Issuer pursuant to the Supplemental Indenture or the Loan Agreement.

(i) On or before the date of the Closing, the Corporation shall execute and deliver or approve, as applicable, the Loan Agreement, the Supplemental Indenture, and an amendment to the 2002 Mortgage as required by the Supplemental Indenture. This Bond Purchase Agreement and, when executed and delivered, the Loan Agreement will be legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights from time to time in effect and subject to the availability of equitable remedies, and to the qualification that enforcement of the indemnification provisions of this Bond Purchase Agreement and the Loan Agreement may be limited by federal or state securities laws and public policy.

(j) The Corporation has been determined to be and is exempt from federal income taxes under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code, and is not a "private foundation" as defined in Section 509(a) of the Code. The Corporation has not impaired its status as an organization exempt from federal income taxes under the Code, and the Corporation will not, while any of the Bonds remain outstanding, impair its status as a "501(c)(3) organization" (as that term is used in Section 145 of the Code) so as to affect adversely the federal tax-exempt status of interest on the Bonds.

(k) All approvals (including certificates from any governmental agency, as may be necessary), consents, authorizations, certifications, and other orders or any governmental authority, board, agency or commissions having jurisdiction, and all filings with such entities, which would constitute a condition precedent to or which, if not obtained, would materially adversely affect the performance by the Corporation of its obligations hereunder or under the Loan Agreement or the consummation of the transactions described herein, have been duly obtained.

(l) Any certificate signed by an authorized officer of the Corporation delivered to the Issuer or the Purchaser shall be deemed a representation and warranty by the Corporation to the Issuer and the Purchaser, respectively, as to statements made therein.

(m) The Corporation has complied in all material respects with all applicable material requirements of the United States of America, the Commonwealth of Kentucky and each other state in which it owns property which must be complied with in order for it to operate facilities substantially as they are presently being operated and it is fully qualified by all necessary material permits, licenses, certifications, accreditations and qualifications to do so.

(n) There is no fact known by or within the control of the Corporation which the Corporation has not disclosed to the Issuer or the Purchaser which materially adversely affects the Corporation or, so far as the Corporation can now foresee, will materially adversely affect the financial condition of the Corporation, its tax exempt status, its ability to own and operate its property, or the Corporation's ability to make the payments under the Loan Agreement when and as the same become due and payable.

5. Closing. At 1:00 p.m., Louisville, Kentucky time, on August 31, 2009 (the "Closing"), or at such other time or such other date as shall have been mutually agreed upon by the Issuer, the Corporation and the Purchaser, the Issuer shall deliver, or cause to be delivered, the Bonds to the Purchaser at Louisville, Kentucky, in typewritten form, duly executed by the Issuer and authenticated by the Trustee in accordance with the Supplemental Indenture, by delivering one fully registered Bond, registered in the name of Fifth Third Bank, Inc. The Bonds shall have the terms specified herein, including the maturities, interest rates and redemption provisions described herein. Upon the basis of the representations and upon the terms and conditions set forth in this Bond Purchase Agreement, the Issuer agrees to sell to the Purchaser all of the Bonds at the purchase price specified in Section 1 hereof (the "Purchase Price"). Payment of the Purchase Price will be made in federal or other funds immediately available at the designated corporate trust office of the Trustee. The Corporation approves the purchase and sale described in this Section 5 and agrees (to the extent within its control) to cause each of the conditions set forth in this Bond Purchase Agreement to be satisfied by the Closing.

6. Termination of this Bond Purchase Agreement. The Purchaser shall have the right to cancel its obligations hereunder if, between the date hereof and the date of Closing, (i) legislation not yet introduced in Congress shall be enacted or actively considered for enactment by the Congress, or recommended by the President of the United States of America to the Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States of America or the United States Tax Court shall be rendered, or a ruling, regulation (proposed, temporary or final) or Official Statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other agency or department of the United States of America shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon revenues or other income to be derived by the Issuer under the Loan Agreement or upon interest on the Bonds; (ii) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States of America shall be rendered, or a ruling or regulation by the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (A) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or

(B) the Supplemental Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; (iii) a stop order, ruling or regulation by the SEC shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or (iv) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, the Supplemental Indenture or the Loan Agreement or the existence or powers of either of the Issuer or the Corporation or any of the transactions described herein.

7. Conditions to the Purchaser's Obligations. The obligations of the Purchaser hereunder shall be subject to (i) the performance by the Issuer and the Corporation of their respective obligations to be performed hereunder at or prior to the Closing; (ii) the accuracy in all material respects, in the reasonable judgment of the Purchaser, of the representations and warranties of the Issuer and the Corporation herein as of the date hereof and as of the date of Closing; and (iii) in the reasonable discretion of the Purchaser, to the following conditions, including the delivery by the Issuer, the Corporation and the User Institutions of such documents as are enumerated herein in form and substance reasonably satisfactory to the Purchaser, on the Closing date:

(a) The Supplemental Indenture, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement, and this Bond Purchase Agreement shall be in full force and effect in the form heretofore approved by the Issuer, the Corporation and the Purchaser and shall not have been amended, repealed, modified or supplemented from the forms thereof as of the date hereof, except as may have been approved in writing by the Purchaser, the Closing in all events, however, to be deemed such approval.

(b) The Issuer and the Corporation shall have duly adopted and there shall be in full force and effect such ordinances and resolutions as, in the opinion of Bond Counsel and Purchaser's Counsel, are necessary and appropriate in connection with the transactions contemplated herein.

(c) The Issuer and the Trustee shall have duly executed and delivered the Supplemental Indenture.

(d) The Issuer and the Corporation shall have duly executed and delivered the Loan Agreement.

(e) The Corporation and the Trustee shall have duly executed and delivered the Mortgage and Security Agreement amending the 2002 Mortgage.

(f) The Issuer and the Corporation shall have duly executed and delivered arbitrage certificates, as shall be required by Bond Counsel and agreed to by the Purchaser, the Issuer and the Corporation.

(g) The Issuer and the Trustee shall have duly executed, authenticated and delivered the Bonds; and the proceeds derived from the sale of the Bonds shall be applied for the purposes

described herein and as provided in the Supplemental Indenture.

(h) The Purchaser shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Purchaser, the Issuer and the Corporation:

[1] The unqualified approving opinions of Bond Counsel, dated the date of Closing, addressed to the Issuer, the Trustee, the Corporation and the Purchaser;

[2] The opinion of James T. Carey, Assistant Jefferson County Attorney, Counsel to the Issuer, dated the date of Closing, addressed to the Issuer, the Trustee, the Corporation, Bond Counsel and the Purchaser;

[3] The opinion of Middleton & Reutlinger, Counsel to the Corporation, addressed to the Issuer, the Trustee, and the Purchaser, dated the date of Closing;

[4] The opinion of Peck Shaffer, Counsel to the Purchaser, dated the date of Closing, addressed to the Purchaser;

[5] The certificate of the Corporation, dated the date of Closing, signed by an authorized officer of the Corporation in form and substance satisfactory to the Purchaser, to the effect that (i) the representations and warranties of the Corporation in this Bond Purchase Agreement are true and correct in all material respects as of the Closing; (ii) as of the date of Closing, the descriptions and information contained herein were and are true and correct in all material respects and did not, and as of the date of Closing do not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (iii) since the date of the audited financial statements of the Corporation, no material adverse change has occurred in the financial position of the Corporation or in its results of operations, except as contemplated herein; (iv) the audited financial statements of the Corporation present fairly the financial position of the Corporation, as of the dates indicated, and the results of its operations and changes in net assets and in cash flows for the periods specified and such audited financial statements were prepared in accordance with generally accepted accounting principles; (v) the Corporation has not incurred any material liabilities since December 31, 2008; (vi) no litigation or proceedings against or affecting the Corporation is pending or, to the knowledge of the Corporation, threatened in any court, tribunal or administrative body, nor, to the Corporation's knowledge, is there any basis for any such litigation or proceedings, which would (A) contest the due organization, corporate existence or corporate powers of the Corporation, (B) contest or affect the validity, execution or performance in accordance with its terms of the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement or this Bond Purchase Agreement, (C) limit, enjoin or prevent the Corporation from operating or making payment under the Loan Agreement, (D) restrain or enjoin the issuance or delivery of the Bonds or the execution, delivery or performance in accordance with its respective terms of the Bonds, the Supplemental Indenture, the Loan Agreement, this Bond Purchase Agreement, the Amended and Supplemental Mortgage and Security Agreement, the collection of revenues pledged under the Supplemental Indenture or the application of the proceeds of

the sale of the Bonds as provided in the Supplemental Indenture, (E) contest or affect the issuance or the validity of the Bonds, the Supplemental Indenture, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement, or this Bond Purchase Agreement or (F) adversely affect the federal tax-exempt status of the interest on the Bonds or the amounts to be received by the Issuer pursuant to the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement, or the Supplemental Indenture; (vii) the representations and warranties with respect to the Corporation in the Loan Agreement and the Amended and Supplemental Mortgage and Security Agreement are true and correct in all material respects as of the date of Closing; (viii) there has been no change or threatened change in the tax-exempt status of the Corporation; (ix) on the date of the Closing, no default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under this Bond Purchase Agreement, the Amended and Supplemental Mortgage and Security Agreement or the Loan Agreement or which would constitute a default or event of default under any other agreement or any instrument evidencing or securing any outstanding indebtedness of the Corporation in excess of \$25,000 in principal amount or any other material agreement or material instrument to which the Corporation is a party or by which it is or may be bound or to which any of its properties or other assets are or may be subject; and (xi) the resolutions of the Board of Directors of the Corporation authorizing or approving the execution and performance of the Loan Agreement and this Bond Purchase Agreement have been duly adopted by the Corporation and have not been modified, amended or repealed;

[6] A certificate of the Issuer dated the date of Closing signed by the Mayor of the Issuer (or such official's duly authorized deputy), in form and substance satisfactory to the Purchaser, to the effect that (i) the representations and warranties of the Issuer in this Bond Purchase Agreement are true and correct in all material respects as of the Closing; (ii) to its knowledge, no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body, nor is there any meritorious basis for any such litigation or proceeding, which would contest the right of the members or officials of the Issuer to hold and exercise their respective positions, the due organization and valid existence of the Issuer, the application of the proceeds of the Bonds, the validity, due authorization, execution or enforceability in accordance with their respective terms of the Bonds, the Supplemental Indenture, the Loan Agreement or this Bond Purchase Agreement or which would attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments pursuant to the Loan Agreement or the User Contract; (iii) the ordinances and resolutions of the Issuer authorizing the execution of the Supplemental Indenture, the Loan Agreement and this Bond Purchase Agreement have been duly adopted by the Issuer and have not been modified, amended or repealed; (iv) the proceedings of the Issuer with respect to the authorization of the issuance and sale of the Bonds were held in accordance with the applicable public notice and open meeting laws of the Commonwealth of Kentucky; (v) the Issuer is not in payment default on any of its outstanding bonds, notes or other evidences of indebtedness which are payable from funds provided by the Corporation; and (vi) the persons executing documents in connection with the issuance and sale of the Bonds are duly entitled to execute such

documents on behalf of the Issuer;

[7] Copies of the Supplemental Indenture, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement and this Bond Purchase Agreement duly executed, attested and notarized (as applicable) by the respective parties thereto;

[8] A copy of the resolution or resolutions of the Corporation authorizing or approving the transactions described herein and the execution and delivery of the respective documents required to be executed and delivered by and approving the form of and performance, as applicable, under the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement and this Bond Purchase Agreement, certified by the Secretary or Assistant Secretary of the Corporation;

[9] Copies of the Articles of Incorporation, as amended, and a certificate of good standing for the Corporation, certified by the Secretary of State of the State;

[10] Copies of the Bylaws, as amended, of the Corporation, certified by the Secretary or Assistant Secretary of the Corporation;

[11] Evidence, satisfactory to the Purchaser, the Issuer and Bond Counsel, to the effect that the Corporation is an organization described in Section 501(c)(3) of the Code and is not a "private foundation" as defined in Section 509(a) of the Code;

[12] Specimen Bond;

[13] Certificates of insurance consultants, satisfactory to the Purchaser and the Issuer, dated the date of the Closing, addressed to the Issuer, the Trustee and the Purchaser, to the effect that the insurance coverage of the Corporation complies with the descriptions thereof set forth herein and the Loan Agreement, with certificates of insurance evidencing the existence of all coverage attached thereto;

[14] Arbitrage certificates duly executed and delivered by the Issuer, the Corporation and the Trustee, in form and substance satisfactory to Bond Counsel;

[15] A certificate of the Trustee in form and substance satisfactory to the Purchaser, the Corporation and the Issuer to the effect that all moneys and securities delivered to the Trustee under and pursuant to the Supplemental Indenture have been deposited to the credit of the appropriate funds established under or in accordance with the Supplemental Indenture or otherwise applied as provided in the Supplemental Indenture and that the Trustee has no knowledge of any default under the Supplemental Indenture, that the officers signing the certificate and documents on behalf of the Trustee are duly authorized, together with incumbency certifications;

[16] The certificates and opinions required by the Supplemental Indenture for the issuance of the Bonds;

[17] Receipts or other evidence that financing statements have been filed for recording with the appropriate governmental agencies or officials and in such

jurisdictions as required by Bond Counsel with respect to any security interests granted or assigned by the Supplemental Indenture and any security interests to be terminated;

[18] Evidence acceptable to Bond Counsel as to the incumbency of the officials of the Issuer;

[19] Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, duly executed by the Issuer;

[20] Certificate Regarding the Project and the Expenditure of Funds executed by the Corporation as required by Bond Counsel;

[21] Evidence that the approval of the "applicable elected representative" after public hearings, all as described in Section 147(f) of the Code, has been obtained (and such hearings have been held) with respect to the Bonds;

[22] Evidence, acceptable to Bond Counsel, that public hearings were properly called and conducted in connection with the issuance of the Bonds;

[23] Approval of the State and Local Debt Officer; and

[24] Such additional legal opinions, certificates, proceedings, instruments and other documents as either Counsel to the Purchaser or Bond Counsel may reasonably request to evidence compliance by the Issuer and the Corporation with legal requirements, the truth and accuracy, as of the date of the Closing, of the respective representations and warranties of the Issuer and the Corporation in the Loan Agreement and herein and the due performance or satisfaction by the Issuer and the Corporation at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Corporation.

If either the Issuer or the Corporation shall be unable to satisfy the conditions to the obligations of the Purchaser contained in this Bond Purchase Agreement, or if the obligations of the Purchaser to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Purchaser, the Corporation nor the Issuer shall be under any further obligations hereunder; except, that the respective obligations to pay expenses, as provided in Section 11 hereof, and the respective obligations contained in Section 10 hereof, shall continue in full force and effect.

8. Performance by Purchaser. The obligations of the Issuer and the Corporation hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. Survival of Representations, Warranties, Agreements and Obligations. Each respective representation, warranty, agreement and obligation of the Issuer, the Corporation or the Purchaser shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser, the Corporation or the Issuer and shall survive the Closing. The respective obligations of the Corporation and the Purchaser under Sections 10 and

11 hereof shall survive the Closing and any termination of this Bond Purchase Agreement pursuant to its terms.

10. Release and Indemnity.

(a) Corporation releases the Issuer and its officials, employees, attorneys and agents, and the Purchaser and any of its officers, employees, independent contractors, agents and attorneys (hereinafter the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to protect, defend, indemnify and hold harmless the Indemnified Parties from and against, any loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause whatsoever pertaining to the Project, or the use thereof or arising from any act or failure to act by the Corporation or any of the Corporation's agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or limited liability company occurring during the term of this Bond Purchase Agreement, and from and against all costs, liabilities and expenses incurred in or in connection with any claim, action or proceeding brought thereon; provided, however, that the indemnity in this paragraph shall be effective only to the extent of any loss in excess of amounts paid to the Indemnified Parties from any insurance carried with respect to the loss sustained. The Corporation further agrees to protect, defend, indemnify and hold harmless the Indemnified Parties against and from any and all costs, liabilities, expenses and claims arising from any breach or default on the part of the Corporation in the performance of any covenant or agreement on the part of the Corporation to be performed pursuant to the terms of this Bond Purchase Agreement, the Loan Agreement, the Amended and Supplemental Mortgage and Security Agreement or the Supplemental Indenture, or in connection with the issuance of the Bonds and the furnishing of information concerning the Project, the Corporation, its financial status or other matters relating to the Corporation. In case any action or proceeding is brought against the Indemnified Parties by reason of any such claim, the Corporation upon notice from the Indemnified Parties covenants to resist or defend such action or proceeding at the Corporation's expense. None of the Indemnified Parties shall settle or compromise such claim, action or proceeding without the written consent of the Corporation, as applicable, which shall not be unreasonably withheld. Nothing contained in this Section, however, shall require the Corporation to indemnify the Indemnified Parties from any cost, liability, expense, loss or claim arising out of or resulting from the willful misconduct or gross negligence of any such Person.

(b) The covenants and agreements of the Purchaser and the Corporation herein contained shall survive the delivery of the Bonds.

11. Expenses. The following costs and expenses relating to the transactions contemplated or described in this Bond Purchase Agreement shall be borne and paid by the Corporation regardless of whether the transactions herein contemplated shall close: photocopying of closing documents in such reasonable quantities as the Purchaser may request; fees and disbursements of Bond Counsel and Counsel to the Corporation; fees and disbursements of the accountants; the Trustee's fees; and the Issuer's fees. The fees and disbursements of Counsel to the Purchaser shall be paid by the Corporation as agreed in the Purchaser's Commitment letter if the sale of the Bonds shall close.

Except as otherwise provided above, the Corporation and the Purchaser shall each bear the costs and expenses incident to the performance of their respective obligations under this

Bond Purchase Agreement; provided, however, the Corporation shall pay to Purchaser a document fee of \$400 and counsel/documentation fee not to exceed \$6,000.

12. Miscellaneous.

(a) Any notice or other communication to be given to the Issuer or the Corporation under this Bond Purchase Agreement shall be deemed given when delivered in person to their respective addresses set forth above, or when mailed by first class mail, postage prepaid, and addressed to the respective person at the addresses set forth above, and any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement shall be deemed given when delivered in person to the address set forth below, or when mailed by first class mail, postage prepaid, and addressed as follows: _____.

(b) This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Corporation and the Purchaser, including the successors or assigns of the Purchaser and the Corporation, and including the respective directors, officers and employees of said parties and no other person, including any purchaser of the Bonds, shall acquire or have any right herein under or by virtue hereof.

(c) The captions in this Bond Purchase Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

13. Governing law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

14. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

Very truly yours,

FIFTH THIRD BANK

By: _____

Its: _____

Accepted and agreed to as of the date first above written:

LOUISVILLE/JEFFERSON COUNTY,
METRO GOVERNMENT, KENTUCKY

By: _____
Jerry E. Abramson, Mayor

Approved as to form and legality:
Mike O'Connell, Jefferson County Attorney

By: _____
James T. Carey,
Assistant Jefferson County Attorney

LOUISVILLE MEDICAL CENTER, INC.

By: _____

Its: _____

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